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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION EIGHT

XU YANG KO,

Plaintiff and Respondent,

v.

HUO YOU LIANG et al.,

Defendants and Appellants.

B286234 / B288069

(Los Angeles County  
Super. Ct. Nos. BC596209  
& BC341708)

APPEALS from a judgment and an order of the Superior Court of Los Angeles County, Mark V. Mooney, Judge. Affirmed. WHGC and Michael G. York for Defendants and Appellants. DiJulio Law Group, R. David DiJulio and Tiffany Krog for Plaintiff and Respondent.

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Since 2005, the Ko family and the Liang family have been battling over who rightly will possess a particular house. The trial court ruled for Kuo Feng Ko in December 2008 and the Court of Appeal affirmed this judgment in 2011. After this 2011 ruling, however, the battle continued. A new suit led to another judgment in the Kos' favor in October 2017. Now the winning plaintiff was Xu Yang Ko, son of Kuo Feng Ko. The court ruled the Liangs had acted in bad faith. The Liangs appeal. We affirm.

One could spend a long time reciting all the facts but this saga deserves a swift ending. The gist is the Ko family had a deal to buy a designated house from the Liangs but then the Liangs balked. The 2011 appellate decision affirmed the judgment against the Liangs. Still the Liangs did not release the house. A new suit to enforce the old judgment led to a further judgment against the Liangs. The Liangs now appeal, raising four invalid arguments.

First, the Liangs say the plaintiff in the new suit lacked standing. That plaintiff is Xu Yang Ko, son of Kuo Feng Ko, who was the plaintiff at the very start of this battle. Father assigned his interest in the judgment to son. The Liangs do not attack the authenticity of the assignment, but rather argue that, because the father in the past had declared bankruptcy, only the trustee in bankruptcy had standing to sue. This argument is frivolous because the bankruptcy court twice ruled it was done with the father's bankruptcy case: once when that court closed father's bankruptcy case and a second time when it remanded the case because there was "no legitimate purpose" for having the case in bankruptcy court.

The Liangs rely on an irrelevant opinion. They cite *Cloud v. Northrop Grumman Corp.* (1998) 67 Cal.App.4th 995 for the rule that a bankruptcy trustee "succeeds to all causes of action held by the debtor at the time the bankruptcy petition is filed." (*Id.* at p.

1001.) But in that case a plaintiff filed suit while her bankruptcy action was still pending. (*Id.* at p. 998.) The bankruptcy court was not done with the matter, as it was here—twice. This opinion is inapposite.

In short, the son had standing to bring the second lawsuit because the father had validly assigned his interest to this son.

The Liangs' second invalid argument is Ko the son failed to perform the contract. The trial court found there were "simple things" that could have "easily been done . . . within a day, or so." The problem was, however, the Liangs unilaterally said "nope, nope, we are just canceling escrow." The trial court found the Liangs' escrow cancellation was in bad faith. The Liangs cite no authority for the notion their bad-faith cancellation is a valid legal tactic. In fact, in support of their two-page argument, the Liangs cite no legal authority at all. The Liangs' second argument is frivolous.

The Liangs' third invalid argument is they did not fail to perform the contract. The Liangs present this third invalid argument in two parts.

Part one of the third invalid argument is the closing date for the escrow supposedly was wrong. As the trial court rightly ruled, however, it set the escrow closing date to protect Ko, not the Liangs. The escrow did not close within the specified time, but that did not give the Liangs "the option of dragging their heels, not doing anything, and, then, say[ing] 'well, the 90 days is passed, so the judgment is now void.'" The trial court ruled the Liangs' actions were "a bad faith tactic." The Liangs cite no authority for the notion their bad-faith tactic was valid. In fact, in support of this two-page argument the Liangs cite no legal authority at all.

Part two of the third invalid argument is the Liangs got no notice when father Ko assigned his interest in the judgment to his

son. The trial court rightly dismissed this point as irrelevant, because the Liangs had refused to execute escrow instructions in defiance of the court's order, which was to consummate the sale of the property within 90 days of the December 2008 judgment becoming final. The court ruled this tactic by the Liangs was another demonstration of their bad faith. The Liangs cite no legal authority approving of bad faith as an appropriate response to a court order.

The Liangs' fourth invalid argument is in their separate appeal in case No. B288069. (We consolidated the Liangs' two appeals B288069 and B286234.) The trial court postponed imposing interest in its October 17, 2017 judgment because the Liangs objected interest could not be imposed except by separate motion. The trial court ordered additional briefing, held a hearing, and included postjudgment interest on its December 2008 award, which had included damages, fees, and costs.

The Liangs argued to the trial court Ko's motion for interest was untimely. They relied on one case, *North Oakland Medical Clinic v. Rogers* (1998) 65 Cal.App.4th 824 (*North Oakland*). The trial court correctly observed their reliance upon *North Oakland* was misplaced. *North Oakland* requires a party seeking prejudgment interest to file an appropriate motion before entry of judgment or in the form of a motion for new trial. (*Id.* at p. 830.) Ko, on the other hand, moved for *postjudgment* interest on the December 2008 judgment.

So that they may rely upon *North Oakland*, the Liangs ask us to rule as a matter of law Ko's motion for interest was in fact a motion for prejudgment interest in disguise. The Liangs' argument, to the extent we understand it, seems to be that, because the interest on the December 2008 judgment was sought in the second lawsuit, rather than in the first, it is necessarily prejudgment

interest. This argument ignores the trial court's October 2017 judgment, which held the Liangs jointly and severally liable to Ko for damages, fees, and costs it imposed in the December 2008 judgment. Simply because the Liangs' campaign of delay made it necessary for Ko to file a second lawsuit to compel them to obey the earlier judgment does not mean interest sought in a second lawsuit is thereby prejudgment interest.

We affirm the trial court's imposition of interest on its December 2008 judgment because its order was correct.

#### **DISPOSITION**

The judgment and order are affirmed. Xu Yang Ko is entitled to costs for both appeals.

WILEY, J.

WE CONCUR:

BIGELOW, P. J.

STRATTON, J.